

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION
REQUEST FOR PROPOSAL (RFP)**

Issue Date: June 14, 2013 RFP# DOE-LASTP-2013-04

Title: Low Achieving Schools Turnaround Partners

Commodity Code: 92471 - School Operation and Management Services

Issuing Agency: Commonwealth of Virginia
Department of Education
101 North 14th Street, 21st Floor
Richmond, Virginia 23219

Using Entity And Location: Virginia Public School Divisions and Other State or Local Public Educational Bodies Requiring Such Services

Initial Period of Contract: October 1, 2013 - September 30, 2016 (Renewable)

Sealed proposals will be received in the Procurement Office until 2 p.m., August 15, 2013 for furnishing the services as described herein. No proposal shall be accepted after this deadline unless the due date has been previously changed by an Addendum.

All inquiries, questions, and requests for information should be directed via e-mail to ann.sells@doe.virginia.gov or by phone at 804-225-2067.

PROPOSALS MUST BE DELIVERED TO THE JAMES MONROE BUILDING, 101 N. 14TH STREET, RICHMOND, VA, 23219, 21ST FLOOR, PROCUREMENT OFFICE, TO THE ATTENTION OF ANN SELLS (See Section IX, 3. Identification of Proposal Envelope.) This is NOT a mailing address. It is recommended that proposals be hand delivered.

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____ Zip Code: _____	Name: _____
eVA Vendor ID or DUNS #: _____	(Please Print)
Fax Number: (____) _____	Title: _____
E-mail Address: _____	Telephone Number: (____) _____

PREPROPOSAL CONFERENCE: An optional pre-proposal conference will be held on, July 09, 2013, at 10:00 a.m. in the Jefferson B Conference Room on the 22nd floor of the Monroe Building, 101 North 14th Street, Richmond, Virginia 23219. (Reference: Section VII herein.) If special ADA accommodations are needed, please contact Ann Sells via email: ann.sells@doe.virginia.gov or by telephone at 804-225-2067.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE

The Virginia Department of Education, herein after referred to as VDOE, is seeking sealed proposals from qualified sources to serve as Low Achieving Schools Turnaround Partners (LTPs) on an as-needed, when-needed basis to develop and implement an academic program for one or more of the core discipline areas of mathematics, science, history/social science and language arts for students in persistently low-achieving Virginia public schools.

A local school division or other state or local public educational body may also require the services of an LTP who provides full management services for one or more persistently low-achieving Virginia public schools. This is referred to as the “LTP Full Management” Option throughout this Request for Proposals (RFP).

The VDOE intends to make multiple contract awards from which applicable school divisions and other state or local public educational bodies requiring such services can select a LTP. The potential exists that multiple LTP choices will be available; however, there is no guarantee that if selected for an award under any resulting contract that each LTP will be chosen to serve a Virginia school division or other state or local public education body requiring such services. VDOE will post the LTP contract list to its website (www.doe.virginia.gov). The Virginia public school divisions or other state or local public educational bodies requiring such services will have the option to select any LTP identified as providing the required services at the required school level(s) from the resulting LTP contract list. Each Virginia public school division or other state or local public educational body requiring such services will establish the time period for performance of services by the selected LTP at the contracted price established as a result of this RFP. The LTP may decline its selection provided it can demonstrate to the requesting public educational entity that its current commitments or lack of sufficient resources will not allow for timely and quality performance. In this case the school division or other state or local public educational body may select another LTP from the LTP contract list. Payment for services provided, under any resulting contract(s) of this RFP, shall be billed by the LTP directly to the contracting school division or other state or local public educational body.

II. BACKGROUND

The main purpose of the *LTPs* is to increase student achievement in the persistently lowest-performing schools. Persistently low-achieving schools for the purpose of this Request for Proposal (RFP) are those schools that are denied accreditation or are priority schools as sanctioned by the *United States Department of Education (USDE) Elementary and Secondary Act – Application for Virginia’s Flexibility Waiver*.

Priority Schools

The U.S. Department of Education (USDE) offered each state educational agency (SEA) the opportunity to request flexibility on behalf of the SEA, its local educational agencies (LEAs), and its schools, in order to better focus on improving student learning and increasing the quality of instruction. Under this flexibility, the USDE has granted a waiver to the VDOE through the 2013-2014 school year, after which time an extension of this flexibility may be requested. The *Elementary and Secondary Education Act (ESEA) Flexibility Waiver* is located at http://www.doe.virginia.gov/federal_programs/esea/va_esea_flexibility_application.pdf

As required under the ESEA flexibility provisions, five percent of those Title I schools with the most significant reading, mathematics, and graduation rate gaps for the “all students” group were identified for priority school status (36 schools total). Criteria to determine the lowest five percent of schools included: Title I high schools with a federal graduation indicator (FGI) of 60

percent or less for two or more of the most recent consecutive years or Title I schools based on the “all students” performance in reading and/or mathematics performance on federal Annual Measurable Objectives (AMOs) are priority schools.

Role of the LTP

Under the local authority of the local school divisions or other state or local public educational body, the LTP will lead the reform effort and be given increased ability to act and the authority to make choices. The schools with a LTP will focus on instruction in the four core content areas of mathematics, science, history/social sciences and language arts.

The role of an LTP awarded a “LTP Full Management” contract will differ from a LTP awarded a “LTP Excluding Management” contract.

The conceptual framework for a LTP was created using the work published in *The Turnaround Challenge* by the Mass Insight Education and Research Institute. A full copy of the report can be found at: <http://www.massinsight.org/publications/turnaround/51/>

This model creates a turnaround zone for a school or a cluster of schools. School divisions or other state and local bodies may form a consortium to engage a LTP to work with a cluster of schools within the consortium.

The purpose of this turnaround zone is to provide students with an opportunity for additional research-based instructional resources to increase student achievement. This model is centered on the LTP providing an outside-the-system approach inside-the-system. The LTP will bring increased resources to the students served. These resources include people, time, money, and programs that are discussed later in this RFP. A school or cluster of schools in a turnaround zone must be led by an LTP that provides deep, systemic instructional reform.

A directory of Virginia Public Schools by region can be found at the following link: http://www.doe.virginia.gov/directories/schools/school_info_by_regions.shtml

III. STATEMENT OF NEEDS

A. The Contractor shall:

Furnish all labor and resources on an as-needed, when-needed basis to increase student achievement in persistently low-achieving Virginia public schools. To increase student achievement, the contractor shall develop and implement an academic program for one or more of the core discipline areas of mathematics, science, history/social science and language arts using the following desired approaches or other proposed approaches approved by VDOE as a result of this RFP, as well as those that may be refreshed or added during the performance of any resulting contract. The contractor shall integrate all academic and support services to include the following turnaround principles or meaningful interventions designed to improve the academic achievement of students in persistently low-achieving schools. Services must be aligned with all of the following “turnaround principles:”

1. Provide strong leadership by: (1) reviewing the performance of the current principal; (2) either replacing the principal if such a change is necessary to ensure strong and effective leadership, or demonstrating to the state education agency that the current principal has a track record in improving achievement and has the

ability to lead the turnaround effort; and (3) providing the principal with operational flexibility in the areas of scheduling, staff, curriculum, and budget;

2. Ensure that teachers are effective and able to improve instruction by: (1) reviewing the quality of all staff and retaining only those who are determined to be effective and have the ability to be successful in the turnaround effort; (2) preventing ineffective teachers from transferring to these schools; (3) providing job-embedded, ongoing professional development based on the teacher evaluation and support systems and tied to teacher and student needs; (4) working with the school division or other state or local public educational body to recruit and recommend teachers and a leader(s) who have a proven record of success of increasing student achievement; and (5) recommending necessary restructuring of teacher and leader contracts;
 3. Redesign the school day, week, or year to include additional time for student learning and teacher collaboration;
 4. Strengthen the school's instructional program based on student needs by (1) ensuring that the instructional program is research-based, rigorous, and aligned with state academic content standards; (2) providing comprehensive, coherent, manageable and integrated instructional and support programs; (3) recommending which existing programs are to be continued and which programs are to be eliminated; and (4) consistent with the state Standards of Learning (SOL), recommending alignment of curriculum, instruction, classroom formative assessment and sustained professional development to build rigor, foster student-teacher relationships, and provide relevant instruction that engages and motivates students.
 5. Use data to guide instruction and for continuous improvement, including providing time for collaboration on the use of data and providing formative and providing ongoing reports on program effectiveness to include, but not limited to, student achievement, parental involvement, student attendance, and student discipline;
 6. Establish a school environment that improves school safety and discipline and addresses other non-academic factors that impact student achievement, such as students' social, emotional, and health needs; and
 7. Provide ongoing opportunities for family and community engagement.
- B. The Contractor may manage schools. A local school division or other state or local public educational body may require the services of an LTP who provides full management services for one or more persistently low-achieving Virginia public schools (the "LTP Full Management" Option). Contractors selected to manage a school under the authority of the local school division or other state or local public educational body shall:
1. Lead the reform effort and be given increased ability to act and the authority to make choices.
 2. Develop and recommend a budget to the local school division or other state and local public education body based on available per student amounts of local, basic Standards of Quality (SOQ), school improvement, appropriated Title

monies, and special education funding in addition to other sources identified and aligned specifically for the turnaround zone.

3. Work with the school division or other state and local public educational bodies to seek outside funding from the greater community (business, private foundations, federal, and state sources) to support the reform effort.

IV. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. **GENERAL INSTRUCTIONS:**

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) hardcopy of the original proposal with original signatures, five (5) hardcopies of the original proposal, and one (1) flash drive with two (2) files – one (1) electronic copy of the entire proposal and one (1) electronic copy of the entire proposal with all proprietary and trade secret material redacted, if any, (both in Microsoft-compatible searchable PDF format) must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.
2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on addressing the scope of work.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must,” “shall,” “should,” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall”

requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- 3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the VDOE may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items in the order listed as a complete proposal:

- 1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- 2. Complete Attachment A by indicating the level(s) of schools (Elementary, Middle and/or High school) included in the proposal for the option(s) ("LTP Excluding Management" and/or "LTP Full Management") included in the proposal.
- 3. A written summary statement for the option(s) proposed to include:
 - a. Experience in providing the same or similar services contemplated herein.
 - b. Verifiable data (names of schools, addresses, dates, etc.) that demonstrates the offeror's past effectiveness in increasing student academic achievement.
 - c. Names, qualifications and experience of key staff that would be assigned to a project, including an explanation of how additional resources, if needed, would be identified and retained.

4. A written narrative explaining offeror's approach to meeting each of the mandatory requirements set out in Section III. STATEMENT OF NEEDS, A.1 through 7 for the option(s) proposed. Offerors should clearly identify each requirement by referencing the corresponding requirement at the beginning of each response and elaborate upon each approach as to its potential effectiveness. Offeror is encouraged to propose and explain additional creative approaches.

Offerors who also wish to propose "LTP Full Management" services, as set out in Section III. STATEMENT OF NEEDS, B. 1 through 3, must include a written narrative explaining offeror's approach to meeting each of the mandatory requirements. Offerors should clearly identify each requirement by referencing the corresponding requirement at the beginning of each response and elaborate upon each approach as to its potential effectiveness. Offeror is encouraged to propose and explain additional creative approaches. The Offeror shall include the school levels proposed on Attachment C for this option and provide a comprehensive description of full time equivalents that would be assigned to a school.

5. Complete Attachment B (Required Tables for "LTP Excluding Management" Option) and/or Attachment C (Required Tables for "LTP Full Management" Option as applicable to the option(s) proposed.

If Attachment B (Required Tables for " LTP Excluding Management" Option) is applicable to the option(s) proposed, the offeror shall indicate the base unit price per student per school year for each school size for the applicable school level(s) proposed for all of the Tables (B1, B2 and B3). For example, if school levels proposed by the offeror include Elementary and Middle schools, a base unit price must be indicated under each of the columns titled, "Elementary School" and "Middle School," for each group size of students (up to 250, 251-500, 501-750, 751-1000 and 1001+).

If Attachment C (Required Tables for "LTP Full Management" Option) is applicable to the option(s) proposed, Table C shall be completed by indicating the base unit price per student per school year for each school size for the applicable school level(s) proposed. For example if the school level proposed by the offeror only included High School, a base unit price must be indicated under the column titled, "High School" for each group size of students (up to 250, 251-500, 501-750, 751-1000 and 1001+) for Table C.

Additionally, the offeror shall provide a comprehensive list of known additional unit pricing for items and student services not included in the base unit price that are provided by the offeror for the option(s) proposed.

6. List at least three (3) references for which the same or similar services for the option(s) proposed were provided to include contact name, address, phone number and a description of the services provided and the time period services were performed.
7. Complete Attachment D, Small Business Participation. All offerors must submit the attachment even if they only enter their business name because they are not DMBE-certified and do not have any subcontracting plans. This is a requirement for all prime contracts in excess of \$100,000. If the offeror is DMBE-Certified, complete Section A. If Section B (subcontracting) is applicable, summarize the planned utilization of Department of Minority Business Enterprise (DMBE)-certified small businesses which include businesses owned by women and minorities, when they have received DMBE businesses small business certification, under the contract to be awarded as a result of

this solicitation. Also summarize any good faith efforts planned to provide subcontracting opportunities to DMBE-certified small business firms.

8. Complete Attachment E – State Corporation Commission Form. This is required of all offerors pursuant to Title 13.1 or Title 50.
9. Complete Attachment F – Pricing Schedule and include in the original proposal only (do not include in proposal copies).

Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

V. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the VDOE using the following criteria for the option proposed. If both options are proposed, the proposal will be evaluated independently for each option proposed:

“LTP Excluding Management” Option

<i>ITEM</i>	<i>CRITERIA</i>	<i>POINT VALUE</i>
1.	Experience in providing the same or similar type service and past effectiveness in increasing student academic achievement	
2.	Qualifications of key staff	
3.	Approach to meeting the requirements	
4.	Attachment B Tables B1, B2 and B3	
5.	References	
6.	Proposed price for scenario provided (Pricing Schedule – Attachment F)	
7.	Small Business Subcontracting Plan	
Total		

“LTP Full Management” Option

<i>ITEM</i>	<i>CRITERIA</i>	<i>POINT VALUE</i>
1.	Experience in providing the same or similar type service and past effectiveness in increasing student academic achievement	
2.	Qualifications of key staff	
3.	Approach to meeting the requirements	
4.	Attachment C Table C	
5.	References	
6.	Proposed price for scenario provided (Pricing Schedule – Attachment F)	
7.	Small Business Subcontracting Plan	
Total		

- B. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected.

Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. **PROGRESS REPORTS:** Each contractor shall submit a written progress reports to the school division or other state or local public educational body detailing the following listed items:
1. For schools classified as persistently low-achieving schools: Cumulative enrollment data for each student by student testing identifier (ID) and by name. Such data must include daily attendance information including number of absences, tardiness, discipline referrals, out-of-school suspensions and in-school suspensions by infraction and by teacher, and parental request meetings by infraction and by teacher. Data should be transmitted quarterly through the Single Sign-on Web System (SSWS) provided by the VDOE.
 2. Quarterly, aggregate student achievement data including grades for the grading period, diagnostic data, benchmark assessment data, progress monitoring assessment data, and SOL assessment data, if available (for schools classified as persistently low-achieving schools, by student ID and by aggregate by tiered intervention, for all others, aggregate by tiered intervention).
 3. Quarterly, teacher recruitment activities, teacher professional development activities (including agendas of all staff meetings), and teacher absenteeism.
 4. Monthly, for schools classified as persistently low-achieving schools, completed teacher evaluations and observations. Monthly, for all other schools, completed teacher observations and recommendations made to the principal regarding teacher observations.
 5. Monthly, core SOL curriculum taught including all essential skills and knowledge in each of the four core content areas.
 6. Quarterly, number of minutes provided for extended learning opportunities.
 7. Quarterly, report on the development and coordination of supporting partnerships.
 8. Monthly, line item budget expenditures.
 9. Quarterly, report of parental development activities.
 10. Any other report requested by the local school division or other state or local public educational body.

- B. Payment under the contract may be withheld until such report is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.
- C. The contractor shall submit a final summary report, following each school year, highlighting accomplishments to the school division or other state or local public body and to the VDOE Office of School Improvement. The final report shall be submitted no later than October 1 and should include any recommendations for future consideration by the school division or other state or local public educational body.
- D. **SMALL BUSINESS SUBCONTRACTING PLAN:** Each contractor who is granted an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the VDOE by July 30th of each year a report substantiating compliance in accordance with the small business subcontracting plan (see Attachment D).

VII. PREPROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on July 9, 2013 at 10:00 a.m. in the Jefferson B Conference Room on the 22nd floor of the Monroe Building, 101 North 14th Street, Richmond, Virginia 23219. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend and should bring a copy of the solicitation for reference. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same

rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States

and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence.
- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv)

include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- U. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.

- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- X. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- Y. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- Z. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IX. **SPECIAL TERMS AND CONDITIONS:**

- 1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

2. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
3. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>August 15, 2013</u>	<u>2:00 P.M.</u>
Name of Offeror	Due Date	Time
_____	<u>DOE-LASTP-2013-04</u>	
Street or Box Number	RFP No.	
_____	<u>Low Achieving Schools Turnaround Partners</u>	
City, State, Zip Code	RFP Title	
Name of Buyer <u>Ann Sells</u>		

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

4. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for two (2) successive one-year periods under the terms and conditions of the original contract, and at a reasonable time (approximately 90 days) prior to the expiration.
5. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
6. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the

Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

7. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- a. It is the goal of the Commonwealth that 40% of its purchases is made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a yearly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- c. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

8. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (ii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

9. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: If school divisions or other state or local public education bodies use eVA to issue purchase orders against this contract, the solicitation/contract may result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

10. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
11. **PAYMENT:** (School Divisions)
 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the

determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

X. METHOD OF PAYMENT: Contractor shall submit invoices on a monthly basis in arrears or as agreed to by the contractor and ordering entity. The ordering entity shall make payments, in accordance with the applicable Prompt Payment Act provisions (reference Section X, J and Section IX, 11), provided the invoice is accurate and in accordance with the resulting contract and pricing agreed to as part of the award of the contract.

XI. PRICING SCHEDULE:

Pricing shall be submitted as indicated on Attachment F for the option(s) proposed on Attachment A.

ATTACHMENT A**LTP Option(s) and School Level(s) Covered by Offeror's Proposal**

Offeror's Proposal must include at least one or more of the following option/school level combinations:

1. "LTP Excluding Management" Option for Elementary Schools
2. "LTP Excluding Management" Option for Middle Schools
3. "LTP Excluding Management" Option for High Schools
4. "LTP Full Management" Option for Elementary Schools
5. "LTP Full Management" Option for Middle Schools
6. "LTP Full Management" Option for High Schools

Offeror must indicate the option/school level combination(s) addressed by the offeror's proposal by entering "x" in the appropriate cells in the table below.

Offeror Name: _____

	Elementary School – high grade 5	Middle School – high grade 8	High School – high grade 12
"LTP Excluding Management" Option			
"LTP Full Management" Option			

ATTACHMENT B**Required Tables for “LTP Excluding Management” Option**

The base unit price per student per school year entered in the tables below must not include any costs related to rental of real estate or office space, student transportation, student meals or student housing.

This base unit price per student per school year must **not** include the cost of teachers, administrators, instructional support, etc.

The base unit price per student per school year shall include only those costs related to the offeror’s duties as the LTP, shall be uniform regardless of the region(s) to be provided the services, and shall be all inclusive of the offeror’s overhead, profit, travel, and instructional support needed (consulting and coaching), and administration of the services by the offeror.

It is also recognized that additional items and services not known and proposed for purposes of the contract may arise based on the needs of the ordering entity in carrying out the services contemplated herein; in this event, the ordering entity shall procure those items or services pursuant to the ordering entity’s applicable procurement policies, procedures and laws.

The base unit price per student per school year entered in the tables below, and any additional proposed unit prices submitted with the proposal, shall not be subject to change, except as may be negotiated by the VDOE and offeror prior to contract award, and included in any final resulting contract.

The tables below allow the offeror to propose a different base unit price per student per school year for 40 hours on-site per week, 32 hours on-site per week, and 20 hours on-site per week. Within each table a different base unit price per student per year may be proposed based on the school level (Elementary, Middle, and High) and size of the school.

*Note: A school may need the services of the LTP 40 hours per week for a literacy coach and 20 hours per week for a mathematics coach. The base unit price per student per year for each school shall be considered using the proposed pricing submitted below and will be based on need.

For each school level (Elementary, Middle, and/or High) included in the Offeror’s proposal for the “LTP Excluding Management” Option (as indicated on Attachment A), the Offeror must propose a base unit price per student per year for all five (5) sizes of schools included in each of the three (3) tables (B1, B2 and B3) on the following page in order for the proposal to be considered.

For example, if Attachment A indicates that the proposal includes schools at only the Elementary School level, all rows in the first column of each of the three tables must be completed. If Attachment A indicates that the proposal includes schools at the Elementary **and** Middle School level, all rows in the first **and** second columns of each of the three tables must be completed. If Attachment A indicates that the proposal includes schools at the Elementary, Middle, **and** High School level, all cells in each of the three tables must be completed.

Required Tables for “LTP Excluding Management” Option**TABLE B1 - 40 hours per week on-site services**

Base unit price per student per school year	Elementary School – high grade 5	Middle School – high grade 8	High school – high grade 12
Up to 250 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
251-500 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
501-750 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
751 + 1000	\$ per student per school year	\$ per student per school year	\$ per student per school year
1000 + students	\$ per student per school year	\$ per student per school year	\$ per student per school year

TABLE B2 - 32 hours per week on-site services

Base unit price per student per school year	Elementary School – high grade 5	Middle School – high grade 8	High school – high grade 12
Up to 250 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
251-500 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
501-750 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
751 + 1000 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
1000+ students	\$ per student per school year	\$ per student per school year	\$ per student per school year
Column Total	\$	\$	\$
*Column Average base unit price (column total divided by 5)	\$	\$	\$

Table B3 - 20 hours per week on-site services

Base unit price per student per school year	Elementary School – high grade 5	Middle School – high grade 8	High school – high grade 12
Up to 250 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
251-500 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
501-750 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
751 – 1000 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
1000+ students	\$ per student per school year	\$ per student per school year	\$ per student per school year

***Enter the average base unit price in the same column in Attachment F, PRICING SCHEDULE.**

ATTACHMENT C**Required Table for “LTP Full Management” Option**

The base unit price per student per school year entered in the table below must not include any costs related to rental of real estate or office space, student transportation, student meals or student housing.

The base unit price per student per school year shall include the cost of teachers, administrators, instructional support, etc. The offeror should consider the average budgeted Full Time Equivalent (FTE) annual salary for teachers as \$52,096, principals as \$91,002, assistant principals as \$75,669, and instructional aides as \$18,978.

The per student per school year entered in the table below shall include only costs related to the offeror’s duties as the lead LTP, shall be uniform regardless of the region(s) to provide the services and shall include the offeror’s overhead, profit, travel, and instructional support needed (consulting and coaching) and administration of the services only by the offeror.

It is also recognized that additional items and services not known and proposed for purposes of the contract may arise based on the needs of the ordering entity in carrying out the services contemplated herein; in this event, the ordering entity shall procure those items or services pursuant to the ordering entity’s applicable procurement policies, procedures and laws.

The proposed base unit price and any additional proposed unit prices submitted with the proposal shall not be subject to change, except as may be negotiated by the VDOE and offeror prior to contract award, and included in any final resulting contract.

If Offeror’s proposal and Attachment A includes the “LTP Full Management” Option, Table C below must be completed for each school size for the applicable school level(s) (Elementary, Middle, and/or High) proposed, including the Column Total and Column Average base unit price, in order for the proposal to be considered

TABLE C

Base unit price per student per school year	Elementary School – high grade 5	Middle School – high grade 8	High school – high grade 12
Up to 250 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
251-500 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
501-750 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
751 -1000 students	\$ per student per school year	\$ per student per school year	\$ per student per school year
1001+ students	\$ per student per school year	\$ per student per school year	\$ per student per school year
Column Total	\$	\$	\$
*Column Average base unit price (column total divided by 5)	\$	\$	\$

***Enter the average base unit price in the same column in Attachment F, PRICING SCHEDULE.**

ATTACHMENT D
Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a **(check only one below)**?

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____

Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

ATTACHMENT E
State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT F**PRICING SCHEDULE**

Offerors must enter the average base unit price per student per school year as calculated in Attachment B (Table B2) and/or Attachment C (Table C) into the table below for the applicable option/school level combination(s) proposed. This price shall be used in scoring of price.

The offeror must calculate the average base unit price per student per school year for a school for each of the option/school level combination(s) included in the proposal as indicated in Attachment A. For example, if the offeror's proposal only includes the "LTP Excluding Management" Option for schools at the Elementary level, the average base unit price as calculated in Attachment B (Table B2) would only be entered in the first column of the first row. However if the offeror's proposal includes both options and all school levels (Elementary, Middle, and High), the average base unit prices as calculated in Attachment B (Table B2) and Attachment C (Table C) would be entered in all cells below.

*The average base unit prices per student per school year included in the table below must agree with the applicable table(s) submitted in Attachment B (Table B2) and/or Attachment C (Table C).

Offeror Name: _____

	Elementary School – high grade 5	Middle School – high grade 8	High School – high grade 12
"LTP Excluding Management" Option for 32 hours per week for onsite services for the proposed school level(s) and all five (5) school sizes (From Table B2)	*\$ _____ average base unit price per student per school year	*\$ _____ average base unit price per student per school year	*\$ _____ average base unit price per student per school year
"LTP Full Management" Option for the proposed school level(s) and all five (5) school sizes (From Table C)	*\$ _____ average base unit price per student per school year	*\$ _____ average base unit price per student per school year	*\$ _____ average base unit price per student per school year